

# Memorandum



**Date:** March 21, 2006

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

Agenda Item No. 8(P)(1)(B)

**From:** George M. Burgess  
County Manager

**Subject:** Non-exclusive Professional Services Agreement (PSA) in the Amount of \$442,999.15  
Between A.D.A. Engineering, Inc. and Miami-Dade County for the People's  
Transportation Plan (PTP) Project Entitled Design of Roadway Improvements Along NW  
87 Avenue, from NW 154 Street to NW 186 Street - Project # 20040390

The attached Professional Services Agreement (PSA) between Miami-Dade County and A.D.A. Engineering, Inc. has been prepared by the Public Works Department (PWD) and is recommended for approval. Since proceeds from the Charter County Transit Surtax will be used to fund this PSA, Board of County Commissioners (BCC) and Citizens' Independent Transportation Trust (CITT) approval is required.

**PROJECT:** NW 87 Avenue, from NW 154 Street to NW 186 Street

**PROJECT NO.:** E04-PW-03

**PROJECT DESCRIPTION:** The Miami-Dade County Public Works Department has the need to establish a Non-exclusive Professional Services Agreement (PSA) to provide Professional Engineering Design Services for the preparation of complete construction plans to include new roadway, roadway widening, drainage, sidewalks, bicycle facilities, street lighting, signalization, pavement markings and signage where needed for the subject project. The total length of this project is 1.5 miles.

**PROJECT LOCATION:** NW 87 Avenue, from NW 154 Street to NW 186 Street

**COST ESTIMATE:**  
Design Phase \$442,999.15  
Construction Phase \$8,355,000.00

**INSPECTOR GENERAL FEE:** Provision Included

**IPSIG:** Provision Included

**LIVING WAGE:** Not Applicable

RESPONSIBLE WAGES: Not Applicable

CONTRACT PERIOD: This Agreement shall remain in full force and effect for two (2) years after its date of execution or until completion of all project phases, whichever occurs last.

REVIEW COMMITTEE DATE: June 16, 2005

REVIEW COMMITTEE ASSIGNED  
CONTRACT MEASURES:

CSBE GOAL	0%
CBE GOAL	20%
DBE GOAL	0%

FIRM NAME: A.D.A. Engineering, Inc.

LOCATION OF FIRM: 11401 SW 40 Street, #470  
Miami, Florida 33165

COMPANY PRINCIPAL (S): Alberto D. Argudin, P.E.

YEARS IN BUSINESS: Founded in 1981

AGREEMENT AMOUNT:	
Base Agreement	\$402,727.15
Total Contract Value	\$442,999.15 – Includes 10% Contingency

PREVIOUS AGREEMENTS WITH COUNTY: Four (4) agreements with approximately \$4,507,018.68 in fees awarded/paid to date.

SUBCONSULTANT (S): HDR Engineering, Inc.

USING AGENCY: Public Works Department

MANAGING AGENCY: Public Works Department

MINIMUM QUALIFICATIONS EXCEED No  
LEGAL REQUIREMENTS:

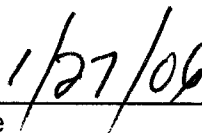
FUNDING SOURCE: Charter County Transit Surtax – \$442,999.15 – 100%

Since proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for all or some part of the cost of this contract, no award of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved same, or, ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

CONSULTANT PERFORMANCE: PWD has reviewed records concerning A.D.A. Engineering, Inc.'s performance and found that the consultant is performing work on several work orders for PWD at an above satisfactory level. In addition, PWD staff reviewed information on this consultant from Rating Source, Inc. and found that the consultant has performed well on a previous project as reported by reviewers from the Miami-Dade Aviation Department. Throughout all People's Transportation Plan (PTP) projects, the responsible staff person in PWD will continue to be the PTP Coordinator, Mr. David Tinder, P.E. Following completion of the award process, the project will be assigned to the following project manager for day to day responsibilities: Miguel Riera, P.E.

FISCAL IMPACT: The fiscal impact will be \$442,999.15. This site-specific project is included in the PTP Ordinance under Board Requested Projects in Commission District 13.

  
\_\_\_\_\_  
Assistant County Manager

  
\_\_\_\_\_  
Date



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** March 21, 2006

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 8(P)(1)(B)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor

Veto \_\_\_\_\_

Override \_\_\_\_\_

Agenda Item No. 8(P)(1)(B)

03-21-06

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA) IN THE AMOUNT OF \$442,999.15 BETWEEN A.D.A. ENGINEERING, INC. AND MIAMI-DADE COUNTY FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED DESIGN OF ROADWAY IMPROVEMENTS ALONG NW 87 AVENUE, FROM NW 154 STREET TO NW 186 STREET – PROJECT # 20040390

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS**, that this Commission approves the Non-exclusive Professional Services Agreement (PSA) in the amount of \$442,999.15 between A.D.A. Engineering, Inc. and Miami-Dade County for the People's Transportation Plan (PTP) project entitled Design of Roadway Improvements along NW 87 Avenue, from NW 154 Street to NW 186 Street – Project # 20040390, in substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved  
its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being  
put to a vote, the vote was as follows:

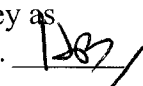
Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Jose "Pepe" Diaz
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 21<sup>st</sup> day of March, 2006. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission reaffirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. 

Hugo Benitez



Dept. of Business Development  
Project Worksheet

Project/Contract Title: NW 87TH AVENUE FROM 154TH STREET TO NW 162ND STREET  
AND NW 87TH AVENUE FROM NORTH OF NW 170TH STREET TO  
NW 186TH STREET (SIC 871)

RC Date: 08/11/2004  
Item No: 1-01

Project/Contract No: E04-PW-03 PTP  
Department: PUBLIC WORKS DEPARTMENT

Funding Source: PEOPLES TRANSPORTATION  
Resubmittal Date(s): PLAN

Estimated Cost of Project/Bid: \$500,000.00

Description of Project/Bid: TO ESTABLISH A CONTRACT TO PROVIDE PUBLIC INVOLVEMENT AND DESIGN SERVICES FOR CONSTRUCTION, WIDENING AND TRAFFIC OPERATIONAL IMPROVEMENTS FOR THE ABOVE ROADWAY. THIS MAY INCLUDE, BUT NOT LIMITED TO SURVEYING, AERIAL PHOTOGRAMMETRY, AND DESIGN PLANS TO INCLUDE: ROAD CONSTRUCTION, ROAD WIDENING, DRAINAGE, SIDEWALKS, LIGHTING, SIGNALIZATION, LANDSCAPE, PAVEMENT MARKING AND SIGNING.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	20.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
SURVEYING AND MAPPING-LAND SURVEYING	CBE	\$40,000.00	8.00%	9
AERIAL PHOTOGRAMMETRY	CBE	\$10,000.00	2.00%	2
GENERAL CIVIL ENGINEERING	CBE	\$50,000.00	10.00%	57
Total		\$100,000.00	20.00%	68

Living Wages: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Ordinance 90-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Set Aside \_\_\_\_\_ Level 1 \_\_\_\_\_ Level 2 \_\_\_\_\_ Level 3 \_\_\_\_\_

Trade Set Aside (MCC) \_\_\_\_\_ Goal \_\_\_\_\_ Bid Preference \_\_\_\_\_

No Measure \_\_\_\_\_ Deferred \_\_\_\_\_ Selection Factor \_\_\_\_\_

Chairperson, Review Committee

Date

County Manager

Date



MIAMI DADP COUNTY

REVIEW COMMITTEE AGENDA

AE - PROFESSIONAL SERVICE AGREEMENT

August 11, 2004

REGULAR

ITEM #	PROJECT	DEPT.	BID /REQ NO.	CONTRACT MEASURE RECOMMENDATIONS			
				MEASURE /REASON	CATEGORIES	GOAL	EST. COST
1	A&E						
1-01	NW 87TH AVENUE FROM 154TH STREET TO NW 162ND STREET AND NW 87TH AVENUE FROM NORTH OF NW 170TH STREET TO NW 186TH STREET (SIC 871)	PW	E04-PW-03 PTP	GOAL	CBE	20.00%	\$500,000
1-02	SW 328TH STREET FROM US-1 TO SW 162ND AVENUE (SIC 871)	PW	E04-PW-04	GOAL	CBE	20.00%	\$300,000



# RatingSource, Inc. - Date: December 13, 2002

<b>ADA Engineering, Inc.</b> <b>FEIN # 59-2064498</b>	Cumulative Score	Mr. Jorge Garcia DAC (Concourse "H")	Mr. Alberto Maresma Miami Dade Aviation (Ground Transportation Improvements Phase I & II)	Ms. Miriam Gerov Miami Dade Aviation Dept. (Miscellaneous Civil Eng. Services)
<b>Efficiency &amp; Flexibility</b>				
1. Value For Dollars Spent	8.0	6	9	9
2. Meeting And Beating Budgets	9.0	N/A	10	8
3. Meeting And Beating Schedules	7.7	7	9	7
4. Commitment To Do Whatever It Takes	8.3	7	9	9
5. Cost Estimating Accuracy	9.0	N/A	10	8
6. Design Compatibility To The Construction Process	7.0	7	N/A	7
7. Change Order Timeliness/Processing/Prevention	8.5	7	10	N/A
<b>Technical Expertise &amp; Creativity</b>				
8. Effectiveness And Creativity In Conceptual Design	8.0	N/A	8	8
9. Long-Term Optimization Of Land And Facility	7.7	7	8	8
10. Construction Plans/Drawings	8.0	N/A	N/A	8
11. Problem-Solving Skills	8.3	7	10	8
12. Computer Skills (CAD/Communication)	7.7	7	8	8
<b>Communication &amp; Interpersonal Skills</b>				
13. Likeability/Easy To Get Along With	9.0	8	10	9
14. Relationship With All Team Members	8.7	7	10	9
15. Accessibility To All Promised Players	8.7	8	9	9
16. Communicating Specification Requirements	8.3	7	10	8
17. Responsiveness To Issues And Clarifications	8.3	7	10	8
18. Listening And Translating Customer Needs	8.3	7	9	9
<b>Responsibility &amp; Management Record</b>				
19. Trustworthiness	8.7	7	10	9
20. Maturity - Effectiveness Under Pressure	8.3	7	10	8
21. Monitoring Punch List	10.0	N/A	10	N/A
22. Final Inspection Process	N/A	N/A	N/A	N/A
23. Commissioning The Finished Project	N/A	N/A	N/A	N/A
24. Close Out Process	N/A	N/A	N/A	N/A
25. Post Project Follow-Up	N/A	N/A	N/A	N/A
26. Facilitates timely communication with all team members	8.3	7	10	8
27. Depth of resources & expertise	8.7	7	10	9
28. Plans & organizes work effectively	8.3	7	10	8
29. Configuration Management & Cost Control	8.3	7	10	8
<b>Total Average</b>	<b>8.4</b>	<b>7.1</b>	<b>9.5</b>	<b>8.3</b>
<b>Comments</b>		Strong Project Managers and there is an immediate accessibility all the way to the top when needed. PM: Alberto Argudin. Complete: Ongoing.	Support and effectiveness, hands on and problem solving. Very satisfied with them. PM: Carlo Naumann. Complete: Ongoing.	Understanding and knowing the airport. Technical knowledge. Great team with abilities. Pleasure working with them. PM: Alberto Argudin. Complete: 1/01.

## NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and **ADA Engineering, Inc.**, hereinafter referred to as the "ENGINEER".

### W I T N E S S E T H:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER, and the ENGINEER hereby covenants to provide, the professional services prescribed herein in connection with the two (2) Phase design of NW 87<sup>th</sup> Avenue, with the approximate limits being as follow: Phase I from NW 170<sup>th</sup> Street to NW 186<sup>th</sup> Street and Phase II from NW 154<sup>th</sup> Street to NW 162<sup>nd</sup> Street. The COUNTY, by work order may choose to do work in Phase I and/or Phase II at the COUNTY's sole discretion. The parties specifically agree and understand that the work related to Phase II is not ready to be commenced at the time this contract is executed and may only be commenced at the COUNTY's sole option in the future.

# PROFESSIONAL SERVICES AGREEMENT

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## SECTION I - COUNTY OBLIGATIONS

The Director of the Public Works Department, hereinafter referred to as the "Director", shall issue written authorization to proceed to the ENGINEER for each section of the work to be performed thereunder. In case of emergency, the COUNTY reserves the right to issue oral authorization to the ENGINEER with the understanding that written confirmation shall follow immediately thereafter.

The COUNTY agrees that its Public Works Department shall furnish to the ENGINEER any plans and other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the ENGINEER without guarantee regarding its reliability and accuracy; the ENGINEER shall be responsible for independently verifying such information if it shall be used by the ENGINEER to accomplish the work undertaken pursuant to this Agreement.

The Director reserves the right to guarantee the accuracy of information provided by the COUNTY to the ENGINEER. When such guarantee is provided in writing, the ENGINEER shall not be compensated for independent verification of said information.

The COUNTY agrees to provide the following material, data, or services as required in connection with the work to be performed under the terms of this Agreement:

1. COUNTY standard construction details applicable to the project.

2. All standard sections of the contract documents and compilation of the final bidding documents.
3. Administration of bidding procedures including advertisement for bids and recommendations of award of the construction contract in cooperation with the ENGINEER.
4. Administration of construction except as otherwise provided herein.
5. All required survey for the project.
6. All required soil survey investigation and report for the project.
7. All required aerial photogrammetry for the project.

## SECTION II - PROFESSIONAL SERVICES

The ENGINEER agrees to perform professional services in connection with the project as indicated in the following (refer to Exhibit "A" for submittal requirements):

### A. Master Plan

Upon receipt of written authorization from the Director to proceed with the Master Plan portion of the project, the ENGINEER shall visit the site of the proposed work and become thoroughly familiar with all conditions and Federal, State and Local laws, Development and Environmental issues affecting the work; prepare and submit to the COUNTY a Master Plan containing recommendations for "Typical Sections", roadway alignment, drainage system, point of connection to

adjacent roadways and prepare for and conduct a Public Meeting to inform residents and neighborhood organizations of proposed construction. To accomplish the work described under this section, the ENGINEER shall observe the following requirements:

1. Strive to complete the work on the project within the time allowed by maintaining adequate staff of qualified personnel on the work at all times.
2. Comply with all Federal, State, and local laws or ordinances applicable to the work.
3. Cooperate fully with the COUNTY in the proper coordination and scheduling of all portions of the work.
4. Report the status of the project to Director upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
5. Submit to the Director one (1) review copy of the Master Plan report for the project. Upon approval, furnish the COUNTY with two (2) copies of the final Master Plan report. The quality and legibility of all copies shall meet the approval of the Director.

B. Design

Upon receipt of written authorization from the Director to proceed with the project, the ENGINEER shall prepare preliminary Engineering data, including sketches and drawings, based on recommendations from the Master Plan

perform such other services as are mutually agreed to be necessary or desirable to advance the project; and assist the COUNTY in obtaining approval of preliminary design work from any local, state or federal agency having an interest in the project. The ENGINEER shall prepare final complete construction plans for the project in accordance with current COUNTY standards, to be used for the receipt of bids, which shall include development of design plans for new roadway, roadway widening, drainage, sidewalks, street lighting, signalization, pavement markings, signing and bicycle facilities.

To accomplish the work described under this section, the ENGINEER shall observe the Following:

1. Strive to complete the work on the project within the time allowed by maintaining adequate staff of qualified personnel at all times.
2. Comply with all Federal, State and local laws and ordinances applicable to roadway design.
3. Prepare necessary sketches to accompany COUNTY applications for any required County, State or Federal agency permits.
4. Cooperate fully with the COUNTY in the proper coordination and scheduling of all portions of the work.
5. Prior to final approval by the Director, complete a preliminary check of construction plans through any



County, City, State, or Federal agency from which a permit or other approval is required.

6. Cooperate fully with the COUNTY to inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations. The ENGINEER will assist the COUNTY in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The ENGINEER shall provide two sets of prints for each utility company prior to the meeting. The ENGINEER shall be responsible for preparation and distribution of meeting minutes. The ENGINEER shall provide adequate design and coordination to accommodate utilities in order to avoid claims and delays during construction.
7. Report the status of the project to the Director upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
8. Submit to the Director two final sets of check prints for the project at the 30%, 60%, 90% and 100% completion milestones. Upon approval of 100% plans, furnish the COUNTY with two (2) signed and sealed full size, 22"x34" bound sets of prints of the final construction plans, two (2) signed and sealed ½ size, 11"x17" bound sets of prints of the final construction plans, original Mylar tracings on approved, 22"x34" and 11"x17" Mylar stock (4 mils thick with signed Cover

Sheet), CAD electronic files in a format approved by the COUNTY, drainage report, and all computation books. The quality and legibility of all prints shall meet the approval of the Director. At a minimum the construction Documents shall consist of the following:

- Cover Sheet
- Typical Section
- Summary of Quantities
- Plan and Profiles
- Intersecting Street Profiles
- Drainage Structures
- Cross Sections
- Lighting Plans
- Marking and Signing Plans
- Signalization Plans
- Maintenance of Traffic / Construction Phasing Plans.

9. Prepare and submit to the COUNTY cost estimates, at the 30%, 60%, 90% and 100% completion milestones, of the proposed project design.
10. The ENGINEER agrees that the quality of the work performed by the ENGINEER and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services, and agrees to guarantee compliance of the work with all applicable industry standards and regulations.

11. The ENGINEER agrees to provide upon request, a certified payroll of employees performing work under this Agreement, as reported to the IRS.

12. The ENGINEER agrees to provide employees performing work under this Agreement with health care benefits.

C. Construction

The ENGINEER agrees to provide the following services during the Construction of the project, as requested by the COUNTY.

1. Periodic general engineering Consultation and advice.
2. Review and approval of shop drawings.
3. Post-design services if required during construction.

**SECTION III - TIME FOR COMPLETION**

The ENGINEER agrees to complete the services to be rendered pursuant to this Agreement as indicated in the following:

A. Master Plan

The services to be rendered by the ENGINEER under the Master Plan portion of the project shall commence upon receipt of a written Notice to proceed from the Director, and shall be completed within four (4) months.

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined herein, render performance of the ENGINEER's duties impossible. Such extensions of time

shall not be cause for any claim by the ENGINEER for extra compensation.

B. Design

The services to be rendered by the ENGINEER under the Design portion of the project shall commence upon receipt of a written Notice to proceed from the Director, and shall be completed within ten (10) months for each phase. A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined herein, render performance of the ENGINEER's duties impossible. Such extensions of time shall not be cause for any claim by the ENGINEER for extra compensation.

C. Construction

The services to be rendered by the ENGINEER under the Construction portion of the project shall begin at the time the construction contract is awarded and shall be considered completed upon final acceptance of the construction by the COUNTY. Compensation shall be for only those services requested by the Director or his designee, and is not guaranteed.

SECTION IV - FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade,

insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-

performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

## SECTION V - COMPENSATION

The COUNTY agrees to pay and the ENGINEER agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation as stipulated by the following:

### A. Professional Services Fee

#### 1. Master Plan

For services rendered pursuant to the Master Plan portion in accordance with the terms and conditions of this Agreement, the ENGINEER shall receive the following fee:

For the complete study and preparation of a Master Plan with recommendations for "Typical Section(s)", roadway alignment(s), drainage system, connection to adjacent roadways, and Public-Meetings, the lump sum fee of \$22,600.50.

#### 2. Design

For services rendered pursuant to the Design Phase, in accordance with the terms and conditions of this Agreement, the ENGINEER shall receive the following fees:

- a. For the implementing of the Master Plan recommendations, complete design and preparation of construction plans and specifications, and all

incidental work thereto as necessary for construction of all project elements, excluding traffic signals, the lump sum fee of \$201,666.00 for Phase I and \$126,736.65 for Phase II.

- b. For the complete design of new traffic signals and/or upgrade of existing traffic signals included in the project, the preparation of their construction plans and specifications, and all incidental work thereto, the lump sum fee of \$13,908.00 for Phase I and \$6,954.00 for Phase II.

In the event design of additional signals is required for the project, and such work is authorized by the Director, the ENGINEER shall receive the following lump sum fees for performance of said work:

- Design of new standard signals and/or upgrade of existing standard signals \$6,954.00.
- Design of new pedestrian signals and/or upgrade of existing pedestrian signals \$5,215.50.

- c. The total of all regular fee payments to the ENGINEER for services rendered pursuant to the Design portion shall be \$215,574.00 for Phase I and \$133,690.65 for Phase II provided no additional or overtime work, as defined in Section VI hereof, is requested and authorized by the Director.

### 3. Construction

In accordance with the terms and conditions of this Agreement, including preconstruction meetings, shop

drawing reviews, and all incidental work thereto, general engineering consultation and advice, field meetings during construction, and post-design services, the fee shall be \$12,169.50 for Phase I and \$8,692.00 for Phase II. Compensation shall be for only those services requested by the Director or his designee, and is not guaranteed.

#### 4. Total Fee

The total of all regular fee payments to the ENGINEER under this Agreement shall be \$250,344.00 for Phase I, the sum of A1 and corresponding portions of A2 and A3 above, and \$142,383.15 for Phase II, the sum of the corresponding portions of A2 and A3 above, providing that no additional or overtime work, as defined by Section VI of this Agreement, is requested or authorized by the Director.

#### B. Compensation for Other Services

The COUNTY shall compensate other services or goods provided by the ENGINEER and others working in conjunction with the ENGINEER as stipulated by the following:

##### 1. Printing and Reproduction

The COUNTY shall reimburse the ENGINEER for the cost of printing project plan sheets required for utility coordination and other required submittals. The total cost to the COUNTY for this reproduction service shall be \$5,000.00 for Phase I and \$5,000.00 for Phase II.



C. Total Compensation

The total of all costs associated with accomplishing the work under the terms of this Agreement shall be \$402,727.15 (\$255,344.00 for Phase I and \$147,383.15 for Phase II), the sum of fees set forth in A and B above, providing that no additional or overtime work, as defined by Section VI of this Agreement, is requested or authorized by the Director.

SECTION VI - ADDITIONAL AND OVERTIME WORK

The COUNTY agrees to pay, and the ENGINEER agrees to accept, for additional and overtime work performed under the terms of this Agreement, fees in accordance with the following:

A. Additional Work

In the event changes are requested by the COUNTY to the construction documents after said documents have been approved and accepted by the COUNTY, additional Construction services are required, or contingencies necessitate the performance of other additional work by the ENGINEER, and a Notice to Proceed authorizing additional work is issued by the Director, fees and other compensation for such services shall be computed in accordance with one or a combination of the methods outlined below:

1. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate.

The fee for engineering services rendered by the ENGINEER's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of 2.85 for office personnel and 2.10 for field personnel. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work such overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

2. Fees Based on Fixed Hourly Rates

The fee for services rendered by the ENGINEER's principals shall be computed based on the fixed hourly rate of \$115.00.

The above listed fixed hourly rate for Principals shall be applied to the time spent on requested work by the following principal of the firm:

Alberto D. Argudin, P.E.

3. Lump Sum Fee

The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed

upon by the COUNTY and the ENGINEER and stated in the written Notice to Proceed. Lump sum fees may or may not include reimbursable expenses.

4. Reimbursable Expenses

The ENGINEER shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director. Reimbursable expenses may include:

- a. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis.
- b. Expenses for travel, transportation and subsistence outside Miami Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

B. Overtime Work

Should overtime work be necessary and when it is authorized in advance by the Director, such work that is performed by the ENGINEER's personnel, principals excluded, shall be compensated at time-and-a-half of the

direct salary rates set forth above. Principals of the firm shall not be compensated for overtime work.

C. Maximum Fee

The total of all fee payments to the ENGINEER for additional and overtime work requested by the COUNTY shall not exceed the sum of \$25,534.00 for Phase I and \$14,738.00 for Phase II.

SECTION VII - TOTAL PROJECT COST

The total Project Cost set forth in Section V and Section VI above, under the terms of this Agreement, shall be \$442,999.15 (\$280,878.00 for Phase I and \$162,121.15 for Phase II).

SECTION VIII - METHODS OF PAYMENT

The COUNTY agrees to make monthly or partial payments to the ENGINEER for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The ENGINEER agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Master Plan

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director.
2. The amount of the invoices submitted shall be the prorated amount due for all work performed to date

under this section, determined by applying the percentage of the work completed, as certified by the ENGINEER, to the total lump sum fee for this portion of the work.

3. The amount of the partial payment due for the work performed to date under this section shall be an amount calculated in accordance with Paragraph 2 above, less five per cent (5%) of the amount thus determined, which shall be withheld by the COUNTY as retainage, less previous payments, and less Inspector General to date.

4. The retained amount shall be paid in full to the ENGINEER upon issuance of a work order by the Director for the Design work, but under no circumstances shall this amount be retained longer than four months after the date of final acceptance of the Master Plan work by the Director.

B. Design

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director.

2. The amount of the invoices submitted shall be the prorated amount due for all work performed to date under this section, determined by applying the percentage of the work completed, as certified by the ENGINEER, to the total lump sum fee for this portion of the work.

3. The amount of the partial payment due for the work performed to date under this section shall be an

amount calculated in accordance with Paragraph 2 above, less five per cent (5%) of the amount thus determined, which shall be withheld by the COUNTY as retainage, less previous payments, and less Inspector General to date.

4. The retained amount shall be paid in full to the ENGINEER upon issuance of a work order by the Director for the Construction, but under no circumstances shall this amount be retained longer than four months after the date of final acceptance of the Design work by the Director.

C. Construction

1. The ENGINEER' shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed for Construction Services
2. The amount of invoices submitted shall be comprised of the amounts due for all services performed monthly and/or incurred to date in connection with the authorized work, less previous payments. The amounts due shall be calculated in accordance with Subsections VI.A.1. and VI.A.2. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation, as necessary.

D. Additional Work

1. Estimated Professional Fees and/or Reimbursable Expenses

- a. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed which authorized the services performed and/or expenses incurred.
- b. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections VI(A)(1) and VI(A)(3) hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

2. Lump Sum Fee

- a. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed which authorized the services performed and/or expenses incurred.
- b. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments. Invoiced

reimbursable expenses must be substantiated by copies of receipts and other documents as necessary.

#### SECTION IX - RIGHT OF DECISIONS

All services shall be performed by the ENGINEER to the satisfaction of the Director, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. Adjustments of compensation and time for completion of services thereunder, due to any major changes in the work, which might become necessary or be deemed desirable as the work progresses, shall be left to the absolute discretion of the Director. In the event the ENGINEER does not concur with the decisions of the Director, the ENGINEER may present any such objections in writing to the County Manager. The Director and the ENGINEER shall abide by the decisions of the County Manager. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

#### SECTION X - OWNERSHIP OF DOCUMENTS

All reports, recommendations, drawings, sketches, plans, electronic files, specifications, field books, photographs,



maps, contract documents, calculations, and other data developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the ENGINEER at any time upon request by the COUNTY. Reuse of such data by the COUNTY for any purpose other than that for which prepared shall be at the COUNTY'S sole risk. When each individual section of work requested pursuant to this Agreement is complete, all of the above data shall be delivered to the Director.

The COUNTY shall have the right to modify the plans, or reports, or any components thereof without permission from the ENGINEER or without any additional compensation to the ENGINEER. The ENGINEER shall be released from any liability resulting from such modification.

#### SECTION XI - REUSE OF DOCUMENTS

The ENGINEER may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work.

#### SECTION XII - CORRECTIONS TO CONTRACT DOCUMENTS

For any services provided under this agreement, the ENGINEER shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or

ambiguities which may exist in the plans and Contract Documents prepared by the ENGINEER including the documents prepared by its sub-consultants. Compliance with this Article shall not be construed to relieve the ENGINEER from any liability resulting from any such errors, omissions, and/or ambiguities in the plans and Contract Documents and other documents or Services related thereto.

The ENGINEER must adhere to the approved budget, and all changes resulting from design errors and omissions will be catalogued by the Public Works Department and will be shared with the members of selection committees for future projects. In addition, whenever the total cost to the Department for design errors and omissions is deemed excessive, the COUNTY will make claims for reimbursement from the ENGINEER and its insurance company.

#### **SECTION XIII - COURT APPEARANCES AND CONFERENCES**

Nothing in this Agreement shall obligate the ENGINEER to prepare for or appear in litigation on behalf of the COUNTY except in consideration of additional compensation. The amount of such compensation shall be mutually agreed upon and embodied in a Supplemental Agreement subject to approval by the Board of County Commissioners. Only upon said approval of a Supplemental Agreement, and subsequent receipt of written authorization from the Director, shall the ENGINEER be obligated to Court appearances.

#### SECTION XIV - NOTICES

Any notices, reports or other written communications from the ENGINEER shall be considered delivered when posted by certified mail or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the ENGINEER shall be considered delivered when posted by certified mail to the ENGINEER at the last address left on file with the COUNTY or delivered in person to said ENGINEER or the ENGINEER's authorized representative.

#### SECTION XV - ABANDONMENT

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects or parts thereof, the ENGINEER shall be compensated for all services rendered consistent with the terms of this Agreement up to the time the ENGINEER receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services, which have been performed at the time the ENGINEER receives such notice. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

## SECTION XVI - AUDIT RIGHTS AND IPSIG

The attention of the successful respondent to this Solicitation, herein referred to as the ENGINEER, is hereby directed to the requirements of MDC Code Section 2-1076; in that the Office of the **MIAMI-DADE COUNTY INSPECTOR GENERAL (IG)** shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of record. Upon ten (10) days written notice to the ENGINEER from IG, the ENGINEER shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payment to be made to

the ENGINEER under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The ENGINEER shall in stating its agreed prices be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyist, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

The IG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1

The provisions in this section shall apply to the ENGINEER, its officers, agents and employees. The ENGINEER shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the ENGINEER in connection with the performance of this contract.

#### SECTION XVII - SUBCONTRACTING

The ENGINEER shall not subcontract, assign or transfer any work under this Agreement without the written consent of the Director. When applicable and upon receipt of such consent in writing, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.

#### SECTION XVIII - WARRANTY

The ENGINEER warrants that the services furnished to the COUNTY under this Agreement shall conform to the quality expected of and usually provided by the profession in the State of Florida applicable to the design, inspection and construction of Public Works projects including roadway and bridge structures.

The Engineer warrants that no companies or persons, other than bona fide employees working solely for the ENGINEER or the COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The ENGINEER also warrants that no COUNTY personnel, whether full-time or part-time employees, have or shall be retained or employed in any

capacity, by the ENGINEER or the COUNTY approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the Director shall have the right to annul this Agreement without liability.

**SECTION XIX - TERMINATION OF AGREEMENT AND SANCTIONS FOR CONTRACTUAL VIOLATIONS**

It is expressly understood and agreed that the COUNTY may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior notification in writing from the Director; in which event the COUNTY's sole obligation to the ENGINEER shall be payment in accordance with Sections V and VI, for those units or sections of the work previously authorized. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon termination, the COUNTY may, without penalty or other obligations to the ENGINEER, elect to employ others to perform the services.

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the

respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

#### SECTION XX - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of two (2) years after its date of execution or until completion of both phases of the project, whichever occurs last, unless terminated by mutual consent of the parties hereto or as provided in other Sections of this agreement.

#### SECTION XXI - DEFAULT

In the event the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by thirty (30) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The ENGINEER shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Section of this Agreement, the COUNTY shall



be compensated by the ENGINEER for reasonable attorney's fees and court costs.

#### SECTION XXII - INDEMNIFICATION AND HOLD HARMLESS

The ENGINEER shall defend, indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Contract, recklessness or intentional wrongful misconduct by the ENGINEER or its employees, agents, servants, partners, principals or subcontractors. The ENGINEER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The ENGINEER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the ENGINEER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

The ENGINEER agrees and recognizes that the COUNTY shall not be hold liable or responsible for any claims which may result from any negligent reckless, or intentionally wrongful actions, errors

or omissions of the ENGINEER in which the COUNTY participated either through review or concurrence of the ENGINEER's actions. In reviewing, approving, or rejecting any submissions by the ENGINEER or other acts of the ENGINEER, the COUNTY in no way assumes or shares any responsibility or liability of the ENGINEER or Sub consultants, the registered professionals (architects and/or engineers) under this agreement.

The ENGINEER shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division. The ENGINEER shall maintain during the term of this Agreement the following insurance:

1. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000.00 combined single limit per occurrence for bodily injury and property damage.
2. Professional Liability Insurance in an amount not less than \$250,000.00 with the deductible per claim, if any, not to exceed ten percent (10%) of the limit of liability.
3. Public Liability Insurance, on a comprehensive basis, in an amount not less than \$300,000.00 combined single limit per occurrence for bodily injury and property damage.  
Miami-Dade County must be shown as an additional insured with respect to this coverage.
4. Worker's Compensation Insurance for all employees of the ENGINEER as required by Florida Statute 440.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division, or, the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance, and be members of the Florida Guaranty Fund.

The ENGINEER shall furnish certificates of insurance to the Risk Management Division, 111 N.W. First Street, Suite 2340, Miami, FL 33128-1987, prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Compliance with the foregoing requirements shall not relieve the ENGINEER of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

### SECTION XXIII - CERTIFICATION OF WAGE RATES

In accordance with Florida Statute 287.055,5(a) the ENGINEER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Sections V and VI are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

### SECTION XXIV - ORDINANCES

The ENGINEER agrees to abide and be governed by Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73

(Value-Analysis and Life Cycle Costing) and Resolution No. R 385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104 (Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Ordinance No. 97-215 (Establishing the Office of the Inspector General), Resolution No. R-1006-97 (Approving A.O. No.3-24 for Responsible Wages and Benefits in accordance with Ordinance No. 90-143), Resolution No. R-1206-97, Ordinance No. 98-106 (Cone of Silence), Resolution No. R-516-96 and Administrative Order 3-20 (Independent Private Sector Inspector General (IPSIG) Services), which are incorporated herein by reference, as if fully set forth herein, in connection with the ENGINEER's obligations hereunder.

The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 01224, Miami, Florida 33101:

1. A source of income statement.
2. A current certified financial statement.
3. A copy of the ENGINEER's current Federal Income Tax Return.

#### SECTION XXV - VALUE ANALYSIS

County Administrative Order 3-26 (AO) establishes the threshold and guidelines for performing Value Analysis/Engineering (VA/E) studies on Miami-Dade County construction contracts. The AO states that a formal VA/E study is not mandated for those projects whose construction cost estimate is below the Five Million Dollar (\$5,000,000.00) threshold. The AO further states that principles and objectives of a VA/E study may be utilized for such projects in an informal manner. Therefore, with respect to this requirement, VA/E review may be conducted on an informal basis by County staff or an independent consultant under contract to the County and supervised by the Project Manager. The ENGINEER shall participate in these reviews pursuant to this Agreement.

#### SECTION XXVI - AFFIRMATIVE ACTION

The ENGINEER's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Department of Business and Economic Development and any approved update thereof, are hereby incorporated as contractual obligations of the ENGINEER to Miami-Dade County thereunder. The ENGINEER shall undertake and perform the affirmative actions specified herein. The Director may

declare the ENGINEER in default of this agreement for failure of the ENGINEER to comply with the requirements of this paragraph.

SECTION XXVII - UTILIZATION REPORT (UR)

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, A.O. 3-22 Community Small Business Enterprise (CSBE) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the Prime consultant is required to file Utilization Reports (UR) with the Miami-Dade County contracting department monthly, unless designated otherwise. The UR is required to accompany every invoice, which is due on or before the tenth working day following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a Prime consultant, including payments to subconsultant(s) (if applicable), from the County pursuant to the project. Authorized representatives of each listed subconsultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Department of Business Development, 111 N.W. 1<sup>st</sup> Avenue, 19<sup>th</sup> Floor, Miami, Florida, 33128, in the format attached hereto titled "Architecture & Engineering Utilization Report".

#### SECTION XXVIII- PROMPT PAYMENT

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

#### SECTION XXIX- PERFORMANCE EVALUATION

Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.



SECTION XXX ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF the parties hereto have executed these  
presents this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

ATTEST:

HARVEY RUVIN,  
CLERK OF THE BOARD

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_

By: \_\_\_\_\_  
County Manager

ATTEST:

By: Isabel O. Argueta

By: [Signature]

(CORPORATE SEAL)

Approved as to form  
and legal sufficiency.

[Signature]  
Assistant County Attorney

30  
1/9/06

## **EXHIBIT "A"**

### **Minimum Requirements for Plans Submittals**

#### **Master Plan**

- Typical Section(s)
- Roadway Alignment(s)
- Drainage System
- Connections to Adjacent Roadways
- Prepare and Conduct Public Meeting
- Preliminary Cost Estimate

#### **30% Plans Submittal**

- Survey (completed)
- Geotechnical Evaluation (completed)
- Traffic Study (completed, if required)
- Cover sheet
- Back of Sidewalk Profile
- Typical Section
- Plan and Profiles (Proposed horizontal road layout to include existing topography & utilities, R/W, geometry, survey reference points; Vertical layout to include existing PGL & utilities)
- Cross Sections (existing)
- Indicate service point location for lighting
- Cost Estimate
- Value engineering (applies for projects >\$5,000,000)

#### **60% Plans Submittal**

- Plan and Profile (Proposed PGL, Drainage structures and French Drain)
- Drainage Report (final)
- Drainage Structures Sheets (showing utilities)
- Summary of Quantities
- Cross Sections (proposed)
- Plateau Intersections -Major streets
- Minor Intersecting street profiles
- Special Profiles
- Pavement markings and signing (without complete tabulation of quantities)

- Railroad Crossing Sheets (if required)
- Signalization plans (without complete tabulation of quantities & details)
- Lighting plans and report (without complete tabulation of quantities & details)
- Landscaping plans (without details) (if required)
- Cost Estimate

#### **90% Plans Submittal:**

- Substantial completion of items submitted at 60%.
- Miscellaneous details and tabulation of quantities (roadway, drainage, lighting, marking and signage, signalization, landscaping, etc.)
- Permit Sketches (if required)
- Maintenance of traffic/Phasing plans.
- Cost Estimate

#### **100% Plans Submittal:**

- Complete design to reflect the review comments from the 90% submittal

#### **Project Final Submittal Requirements**

- Final design to reflect the review comments from the 100% submittal
- One set of full size (22"x 34") mylar originals (4 mils thick) w/ signed coversheet
- One set of half size (11"x17") mylar originals (4 mil thick) w/ signed coversheet
- CAD Files
- Computation Books
- Drainage Report (signed and sealed)
- Survey Books
- Final Cost Estimates
- Two full size sets (22"x34") of plans (signed and sealed)
- Two half size sets (11"x17") of plans (signed and sealed)
- Soil survey report (signed and sealed)
- Structure geotechnical report

**MIAMI-DADE COUNTY**

**MIAMI-DADE PUBLIC WORKS DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND  
CERTIFICATIONS**

Project Title Engineering Services for NW 87th Avenue - Phase I from NW 170th Street  
to NW 186th Street; Phase II from NW 154th Street to NW 162nd Street.

Project Number E04-PW-03, PTP (20040390)

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared, Ivette O. Argudin (Print Name)  
who is personally known to me or who has provided \_\_\_\_\_  
as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of

A.D.A. Engineering, Inc.

(Name of Firm/Respondent)

11401 S.W. 40th Street, Suite 470, Miami, Florida 33165

(Address of Firm/Respondent)

hereinafter referred to as the contracting entity being its

Vice President

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits/certifications and say as follows.

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART I**

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address\* of the person or entity contracting or transacting business with Miami-Dade County is:

A.D.A. Engineering, Inc.

11401 S.W. 40th Street, Suite 470, Miami, FL 33165

2. If the contract or business transaction is with a Corporation\*\*, provide the full legal name and business address\* and title for each officer.

Alberto D. Argudin, President - 11401 S.W. 40th Street, Suite 470, Miami, FL 33165

Ivette O. Argudin, Vice President and Treasurer - 11401 S.W. 40th Street, Suite 470, Miami, FL 33165

3. If the contract or business transaction is with a Corporation\*\*, provide the full legal name and business address\* for each director.

Same as #2.

4. If the contract or business transaction is with a Corporation\*\*, provide the full legal name and business address\* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

Same as #2.

5. If the contract or business transaction is with a Trust, provide the full legal name and address\* for each trustee and each beneficiary. All such names and addresses are:

N/A

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY**  
**PART I (Cont'd)**

6. The full legal name and business addresses\* of any other individuals (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

None.

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture: N/A

(a) President: _____	(b) President: _____
Vice-Pres: _____	Vice-Pres: _____
Secretary: _____	Secretary: _____
Treasurer: _____	Treasurer: _____

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture:

(c) _____ (Name)	(d) _____ (Name)
(c) _____ (Title)	(d) _____ (Title)

9. State whether the person or entity contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No): No.

10. State whether the entity provides company paid health care benefits to be paid to employees (Yes/No): Yes.

11. Attach a list reflecting the current breakdown of the entity's work force as to race, national origin or gender.

(ADD EXTRA SHEETS IF NEEDED)

Post Office Box addresses not acceptable.

If a Joint Venture, list this information for each member of the Joint Venture

**A.D.A. ENGINEERING, INC.**

11401 S.W. 40TH STREET, SUITE 470

MIAMI, FL 33165-3368

TEL. (305) 551-4608 FAX: (305) 551-8977

	Employee Name	Race	Origin	Gender
1	Albert D. Argudin	White	USA	M
2	Alex A. Medina	White	Colombia	M
3	Adrian T. Burleigh	White	USA	M
4	Alberto D. Argudin	White	Cuba	M
5	Alina M. Aldana	White	Cuba	F
6	Annette M. Cabrera	White	USA	F
7	Angelica M. Rosales	White	Colombia	F
8	Ariannie Sanchez	White	USA	F
9	Alex Vazquez	White	Cuba	M
10	Brent Whitfield	White	USA	M
11	Charles C. Hunter	Black	USA	M
12	Cesar D. Borges	White	USA	M
13	David E. Lopez	White	Nicaragua	M
14	Deborah Lacasa	White	USA	F
15	Fernando Pallares	White	Colombia	M
16	Frank Gonzalez	White	Cuba	M
17	Gregorio F. Arimany	White	Guatemala	M
18	Harold E. Jackson	White	USA	M
19	Herminia M. Larrua	White	Cuba	F
20	Hong Xu	Asian	China	F
21	Ivette O. Argudin	White	Cuba	F
22	Juan Martin Cala	White	Colombia	M
23	Jorge M. Plasencia	White	USA	M
24	Julian H. Perez	White	Cuba	M
25	Luis A. Silva	White	Nicaragua	M
26	Lourdes M. Ferro	White	Venezuela	F
27	Laura Rodriguez	White	Costa Rica	F
28	Mary Louise Gazzo	White	USA	F
29	Marcia L. Lopez	White	Nicaragua	F
30	Michael O. Walters	Black	USA	M
31	Misael Ramirez	Black	Cuba	M
32	Pedro J. Querejeta	White	Cuba	M
33	Roger S. Copp	White	USA	M
34	Soma Muhuri	Other	India	F
35	Tarig A. Omer	Black	Sudan	M
36	Tiffany Holden	White	USA	F
37	Thomas S. Leonardi	White	USA	M
38	Vivian Bermudez	White	USA	F
39	Wendy Gomez	White	USA	F
40	Waddie Ruiz	White	Puerto Rico	M
41	Ximena M. Hernandez	White	Colombia	F



**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II**

**LIST ALL CONSTRUCTION CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY  
DURING THE LAST FIVE (5) YEARS:**

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
--------------------------	---	-----------------------------------	------------------------------------

(1)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Summary of  
Construction  
Work performed

Litigation  
Arising out  
of Contract

(2)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Summary of  
Construction  
Work performed

Litigation  
Arising out  
of Contract

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY**  
**PART II (Cont'd)**

**LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:**

<b>AGREEMENT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.AGREEMENT</b>	<b>FINAL AMT. OF AGREEMENT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
---------------------------	--	------------------------------------	------------------------------------

(1)

05/2000	\$ 351,106.00	\$	%
---------	---------------	----	---

Name of Dept. & Summary of Professional Services performed	Public Works MP Roadway Design and Construction Services (E97-PW-01)
--	---

Litigation Arising out of Agreement	None.
---	-------

(2)

09/2000	\$ 1,000,000.00	\$ 1,000,000.00	0 %
---------	-----------------	-----------------	-----

Name of Dept. & Summary of Professional Services performed	Solid Waste Management Landfill Development and Engineering Services (CONTRACT UNDERUTILIZED - ONLY USED 58% OF CONTRACT)
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Litigation Arising out of Agreement	None.
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(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II (Cont'd)**

**LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:**

<b>AGREEMENT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.AGREEMENT</b>	<b>FINAL AMT. OF AGREEMENT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
<hr/>			
(1)			
11/2001	\$ 4,000,000.00	\$ 4,500,00.00	12.5 %
Name of Dept. & Summary of Professional Services performed	DERM Master Consultant/ DERM (E01-DERM-03, EP)		
Litigation Arising out of Agreement	None.		
<hr/>			
(2)			
01/2003	\$ 16,640.00	\$ 16,640.00	0 %
Name of Dept. & Summary of Professional Services performed	Jackson Memorial Hospital PPW-L Computer Center Cerner Equipment (EDP-JM-CO-P-02171)		
Litigation Arising out of Agreement	None.		

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II (Cont'd)**

**LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:**

<b>AGREEMENT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.AGREEMENT</b>	<b>FINAL AMT. OF AGREEMENT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
<hr/>			
<b>(1)</b>			
01/2004	\$ 55,289.00	\$ _____	____%
Name of Dept. & Summary of Professional Services performed	Jackson Memorial Hospital PPW-G Computer Equipment and UPS Upgrades (EDP-JM-CO-P-02171)		
Litigation Arising out of Agreement	None.		
<hr/>			
<b>(2)</b>			
09/2004	\$ 49,990.00	\$ _____	____%
Name of Dept. & Summary of Professional Services performed	Public Works Design Services for NW 87 Avenue from NW 162 Street to NW 170 Street (EDP-PW-SR-20040271)		
Litigation Arising out of Agreement	None.		
<hr/>			

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II (Cont'd)**

**LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:**

<b>AGREEMENT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.AGREEMENT</b>	<b>FINAL AMT. OF AGREEMENT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
<hr/>			
(1)			
10/2004	\$ 35,000.00	\$ 35,000.00	0 %

Name of Dept. &  
Summary of Professional  
Services performed

MDAD

DRI Update for MIA (EDP-AV-SR-J109A)

Litigation  
Arising out  
of Agreement

None.

(2)	\$	\$	%
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Name of Dept. &  
Summary of Professional  
Services performed

Litigation  
Arising out  
of Agreement

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART III**

A. How long has firm been in business? 24 years

B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? No.  
If so, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

C. List firm's private sector business for the last five (5) years:

	<u>NAME OF CLIENT</u>	<u>DESCRIPTIVE TITLE OF PROJECT</u>
(1)	<u>Jesus Monteagudo</u>	<u>Land Development Dade Recycling Site</u>
(2)	<u>Domingo Perez</u>	<u>Central Domingo Broward Drainage Permit</u>
(3)	<u>Wagner Square, LLC</u>	<u>Wagner Square Design/Build</u>
(4)	<u>Certosa Holdings, Inc.</u>	<u>Closure Plan - Task II and Landfill Closure</u>
(5)	<u>All Counties Recycling</u>	<u>All Counties Recycling Environmental Resources Permit</u>

(ADD EXTRA SHEET(S) IF NEEDED.)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies.]**

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

\_\_\_\_\_The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

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### MIAMI-DADE COUNTY DEPARTMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms “vendor” and “consultant” have the same meaning as “contractor” and “subconsultant” has the same meaning as “subcontractor.”

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant’s responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 and Administrative Order 3-2 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami- Dade County.

---



## **CRIMINAL RECORD AFFIDAVIT**

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

\_\_\_\_\_ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.  
\_\_\_\_\_ has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

---

## **CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT**

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

---

## **DISABILITY NONDISCRIMINATION CERTIFICATION**

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794  
The Federal Transit Act, as amended 49 U.S.C. Section 1612  
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631  
Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

---

### **FAMILY LEAVE PLAN CERTIFICATION**

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, successful bidders and proposers who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

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## **DOMESTIC LEAVE CERTIFICATION**

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

---

## **MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES CERTIFICATION**

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

---

## **DRUG-FREE WORK PLACE CERTIFICATION**

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

---

## **CODE OF BUSINESS ETHICS CERTIFICATION**

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

**By affixing a signature on this Single Execution Condition of Award Certification, the Contractor hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Contractor firm's code varies in any way, the Contractor must identify the difference(s) on separate documents attached to this Single Execution Condition of Award Certification.**

Compliance with Government Rules and Regulations

- We the undersigned Contractor will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers.
- In dealing with government agencies and employees we will conduct business in accordance with all applicable rules and regulations and in the open.
- We, the undersigned Contractor will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consultants, Vendors, and Suppliers

- We, the undersigned Contractor will avoid conflicts of interest and disclose such conflicts when identified.
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards.
- We, the undersigned Contractor will promote and advertise our business and its products or services in a manner that is not misleading and doer, not falsely disparage our competitors.
- We, the undersigned Contractor will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable.
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently.
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Contractor.
- We, the undersigned Contractor will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or

services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.

- We, the undersigned Contractor will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Contractor will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

#### Public Life and Political Campaigns

- We, the undersigned Contractor encourage all employees to participate in community life, public service and the political process to the extent permitted by law.
- We, the undersigned Contractor encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management.
- We, the undersigned Contractor will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- We, the undersigned Contractor will not knowingly disseminate false campaign information or support those who do.

#### Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity.

#### Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.

#### MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

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**DEPARTMENT OF BUSINESS DEVELOPMENT  
AFFIRMATIVE ACTION PLAN SECTION**

**ORDINANCE NO. 98-30  
AAP/PP AFFIDAVIT**

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority - and women - owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:

- ☐ My firm provides engineering, architectural, landscape architectural, land surveying and mapping services. My firm has forwarded our affirmative action to the Department of Business Development for review.
- ☐ My firm has annual gross revenues in excess of \$5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.
- ☒ My firm has annual gross revenues less than \$5,000,000. Therefore, Ordinance No. 98-30 is not applicable.
- ☐ My firm has a Board of Directors which is representative of the population make-up of the nation.  
(Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

**AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT**

Project No.: E04-PW-03. PTP      Date: December 29, 2005  
Project Title: Engineering Services for NW 87th Avenue - Phase I from NW 170th  
Street to NW 186th Street; Phase II from NW 154th Street to NW 162nd  
STATE OF FLORIDA)

SS  
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: Ivette O. Argudin after being first duly sworn, upon oath deposes and says that he is an authorized representative of:

A.D.A. Engineering, Inc.  
(Legal name, Corporation, Partnership, Firm, Individual)  
hereinafter called Firm/Respondent) located at Miami, Florida (address,  
city, state)

and, that said Firm/Respondent has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said respondent has a current Board of Directors Disclosure form as required by Ordinance 98-30, processed and approved for filing with Miami-Dade County Department of Business Development (DBD) under File No. 4016 and the expiration date of 03/31/07

Witness:

Witness:

By

(Signature)

(Legal Name and Title)

The foregoing instrument was acknowledged before me this 29th day of December 2005

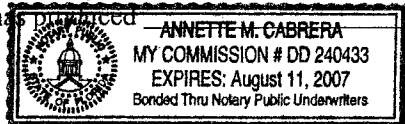
FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

by: Ivette O. Argudin Having the title of Vice President  
☒ a corporation      ( ) partnership      ( ) joint venture

He/She ☒ is (X) personally known to me, or  
( ) has provided

As identification.

Notary Seal:



Notary Signature:

Type or print name: Annette M. Cabrera

Please note:

Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars have an affirmative action plan/procurement policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

This affidavit must be properly executed by the respondent and included in the proposal/bid.

## **FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)**

All selected proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the proposer to discuss the proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the proposer's stated objectives.

All proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

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### **REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS CERTIFICATION:**

In accordance with Ordinance 97-104, amended by Ordinance 00-30, all successful bidders and proposers on County contracts for purchases of supplies, materials or services, including professional services, which involve the expenditures of \$100,000 or more and all bidders or proposers on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall provide, as a condition of award, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or proposer and describes the materials to be so supplied. Failure to comply with this policy may result in debarment.

A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the work to be performed or materials to be supplied from those identified in the listing provided except upon written approval by the County.

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## FALSE CLAIMS ORDINANCE AFFIDAVIT

The purpose of the Miami-Dade County False Claims Ordinance No. 99-152 is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties of the County when money is sought or obtained from the County by reason of a false claim. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise for money, property or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from or was provided by the County (hereinafter "County funds")

Additionally, Management shall maintain a final bid takeoff, that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract. Any violation of this ordinance may result in the sanctions provided for in the ordinance, including debarment.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

The applicable affidavits pertaining to Architectural/Engineering Services, RFQ's, RFP's, and Bids will apply accordingly.

By: Ivette O. Argudin  
Signature of Affiant  
Ivette O. Argudin / Vice President 5 / 9 - 2 / 0 / 6 / 4 / 4 / 9 / 8  
Printed Name of Affiant and Title Federal Employment Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 29th day of December, 2005  
He/She is personally known to me or has presented \_\_\_\_\_ as identification.

Annette M. Cabrera  
Signature of Notary

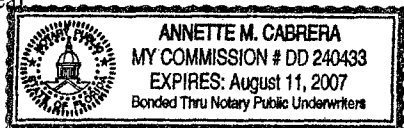
Type of identification  
DD240433  
Serial Number

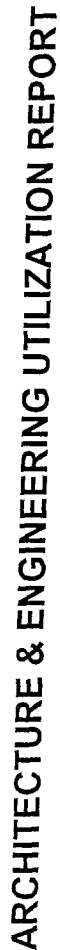
Annette M. Cabrera  
Print or Stamp Name of Notary

08/11/07  
Expiration Date

Notary Public - State of FLORIDA

Notary Seal





☐ FINAL REPORT (PARTS 1A, 2 & 3)



## PARTS 1A & 1B

This part is to be completed by the Prime Consultant and forwarded to the User Department

[illegible]

COUNTY USE

This part is to be completed by the User Department and forwarded to DBD upon approval.

AUTHORIZED SIGNATURE OF PROJECT MANAGER

PRINT NAME

DATE \_\_\_\_\_

<b>ACORD</b> <small>TM.</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/19/2005
PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703 HALL & CO / A & E PROF. INSURANCE PROGRAM 19578 10TH AVENUE N.E. POULSBORO WA 98370  <div style="font-size: 2em; margin-left: 100px;">3351</div>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED A.D.A. ENGINEERING, INC. 11401 SW 40TH STREET, SUITE 470 MIAMI FL 33165  <div style="font-size: 2em; margin-left: 100px;">3822</div>	INSURERS AFFORDING COVERAGE  INSURER A: LLOYDS OF LONDON INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #     <div style="font-size: 3em; font-weight: bold; text-align: center;">COPY</div>

#### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	<div style="text-align: center;">             APPROVED AS TO              INSURANCE REQUIREMENTS              RD              RISK MANAGEMENT DIVISION              DATE 11/9/06           </div>			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
A		<b>OTHER: PROFESSIONAL LIABILITY CLAIMS MADE FORM</b>	HPP1180	10/18/05	10/18/06	\$1,000,000 PER CLAIM \$1,000,000 AGGREGATE RETRO DATE: 9/19/94

#### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

PROJECT: CONSULTANT SELECTION RESULTS FOR MIAMI DADE PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES FOR NW 87 AVENUE, FROM NW 154 STREET TO NW 186 STREET, OCI PROJECT NO. E04-PW-03, PTP.

#### CERTIFICATE HOLDER

#### CANCELLATION

MIAMI-DADE COUNTY RISK MANAGEMENT DIVISION 111 NW FIRST STREET, SUITE 2340 MIAMI, FL 33128-1987  Attention:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE  <div style="text-align: center;"> <div style="font-size: 2em;">75</div> <div style="font-size: 1.5em; margin-top: 20px;">Ashley L. Hurd</div> </div>
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# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID: MJ  
ADAEN-1

DATE (MM/DD/YYYY)  
09/21/05

## PRODUCER

ACEC/MARSH  
800 Market St., Ste. 2600  
St. Louis MO 63101-2500  
Phone: 800-338-1391 Fax: 888-621-3173

0064

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

A.D.A. Engineering, Inc.  
Att: Ivette Argudin  
11401 SW 40th St., Ste. 470  
Miami FL 33165

3822

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: Hartford Accident & Indemnity  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

22357

02230

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	84SBWCG2118	11/01/05	11/01/06	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCP				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB.				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	84UEGPQ2064	11/01/05	11/01/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC \$
	<input checked="" type="checkbox"/> Uninsured Motorst				AGG \$
	<input checked="" type="checkbox"/> FL NoFault- Basic				
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				
A	EXCESS/UMBRELLA LIABILITY	84SBWCG2118	11/01/05	11/01/06	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	84WEGAU7981	11/01/05	11/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

APPROVED AS TO  
INSURANCE REQUIREMENTS  
DATE 11/7/06  
RISK MANAGEMENT DIVISION

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: CONSULTANT SELECTION RESULTS FOR: MIAMI-DADE PUBLIC WORKS DEPARTMENT  
ENGINEERING SERVICES FOR NW 87 AVE, FROM NW 154 ST TO NW 186 ST, OCI PROJECT  
E04-PW-03, PTP, EDP02. MIAMI-DADE COUNTY IS INCLUDED AS ADDITIONAL INSURED  
FOR ALL COVERAGES SHOWN ABOVE EXCEPT FOR W/C.

## CERTIFICATE HOLDER

MIAMDCC

MIAMI-DADE COUNTY  
c/o RISK MANAGEMENT  
SUITE 2340  
111 N.W. 1st ST.  
MIAMI FL 33128

76

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Alfred A. Petrucci